91-1228

Supreme Court, U.S.
FILED
OCT 29 1991
OFFICE OF THE CLERK

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

DECEMBER TERM 1991

LOUIS ALBERT CSOKA

PETITIONER

vs.

WILLIAM H. WALDEN, et, al.,
Respondents

PETITION FOR A WRIT OF CERTIORARI

TO THE UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

Louis Albert Csoka
945 Ivanhoe Lane
Dyer, Indiana 46311
219-322-4004

QUESTIONS PRESENTED

1. Can a company force an individual on known medically-restricted status to transfer to another department within the company, if such transfer leads to performance of duties that are in direct opposition to established medical restrictions. And, in such a case, if transfer to such duties leads to greater degree of disability, can company force the individual to enter into Long Term Disability status when the individual was capable of performing duties of original position; especially in light of the fact that the company has shown an established procedure for accommodation reassignment for such individuals.

2. Can an individual's Union write a letter for said individual--citing case law as example--inferring to and allowing the individual to believe a grievance concerning Age and Handicap Discrimination has been filed with the employer only to nave the individual discover after wrongful dismissal from employment that the Union had agreed to drop the Arbitration Appeal with the employer one month after charges were filed without prior conversation with or consent from the individual.

3. Can attorneys on paid retainer: 1) ignore giving itemized billings for hours incurred; and 2) decide not to represent individual after the retainer is paid without refund in total or in part of monies paid.

Also, can an attorney--in agreement made with defendants without authorization for such conferral from the plaintiff--sign for a dismissal on plaintiff's behalf without consent of/Power of Attorney for plaintiff. And, can an attorney provide third parties with copies of plaintiff's file materials--though the third parties were not entitled to these items under disclosure rules until a suit was filed--while at the same time stating to the plaintiff that there was no reasonable grounds for a suit.

4. Can a U.S. District Court Judge merely ignore a plaintiff's Motions of Counsel, Co-Counsel, Change of Venue, Reinstatement to Employment and Petition to Rule because one of the individual's named as a defendant

under Trial Rule 17(F) for tampering with a petitioner's file was the husband of said judge's secretary. Also, can a city judge, deputy prosecutor and other attorneys enter into an agreement which blatantly violates the plantiff's First, Seventh, and Fourteenth Amendment rights.

LIST OF PARTIES

The parties to the proceedings: The Petitioner, Louis Albert Csoka (Pro Se), and the Respondents: William H. Walden, Joel C. Levy and the Law Firm of Singleton, LEVY and Crist (now known as Singleton, Crist, Patterson, Austgen & Lyman); Amoco Oil Company and its employees, per se--Divisional Manager Richard J. McGillivary, Superintendents Michael A. Doerner, Michael J. Van Acker and Ralph M. Phillip; Supervisors Vyt Lazauskas and Eric Weck; Personnel Department employees Rick Paul and Jack Graham; the Oil, Chemical, Atomic Workers Union, Local 7-1 represented by President Rudolph J. Oberman and its Board of Directors, Names Unknown.

It has been the ERROR of the court (under Due Process and Equal Protection) that plaintiff was not given his opportunity to add names under Trial Rule 17 (f), plaintiff now prays that he can now add the names of Charles H. Graddick (City Judge) of Gary, Indiana, H. Nasif Mahmoud, of Chicago, Illinois, Nels A. Kompier, of Hammond, Indiana, R. Cordell Funk of Hammond, Indiana and Jack W. Lund, of Gary Indiana.

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IN THE SUPREME COURT

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DECEMBER TERM, 1991

LOUIS ALBERT CSOKA, Petitioner
v.

WILLIAM H. WALDEN, et al.,
Respondents

PETITION FOR WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Petitioner, Louis Albert Csoka, respectfully prays that a Writ of Certiorari issued to review the judgment and opinion of The U.S. Court of Appeals refusing to acknowledge a victim of discriminatory behavior by Company, Union, Attorneys and a judge.

OPINION BELOW

The opinion of the District Court for dismissing plaintiff's case, was that plaintiff did not state a claim, 12 (b)(6) and that plaintiff filed in a "Willy Nilly Matter". The opinion of the United States Court of Appeals on Motion for Mandamus was "MOOT". The Motion For Leave to File Petition For Relief From Order, Writ of Certiorari was denied as "MOOT". The Motion To Petition For Permission To Appeal was denied.

JURISDICTION

Invoking federal jurisdiction under 28 U.S.C.A. 1254. Courts of appeals; Certiorari; Appeal; Certified Questions. Cases in the courts of appeals may be reviewed by the Supreme Court by the following methods: (1) By writ of certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of judgement or decree.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

First Amendment to the Constitution **[Freedoms of Religion, speech, press, assembly and petition]**. Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

Seventh Amendment to the Constitution **[Right to trial by jury]**. In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any

court of the United States, than according to the rules of the common law.

Fourteenth Amendment to the Constitution

Section 1. **[Due process, equal protection].** All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The Department of Health and Human Services, 45 Code of Regulations 84.4 (a, 1,

4) and Subpart "B" Employment 84.11 (a and b). Indiana Code 22-5-3-3 (a, 1, 2 and b, 1, 2, 3, 4 and 5).

STATEMENT OF THE CASE

In June, 1984, the petitioner received an industrial injury to the lower back while doing a laborious job not within his classified duties (petitioner reported the supervisor to the safety department for ordering an employee to work in an unsafe work area after performing the duties). Petitioner was on sick-leave status for two weeks following the injury. Further treatment for the injury continued for ten months while the petitioner was still performing his duties on the job. On March 15, 1985 (nine months after the injury was incurred), the petitioner was told by a physician that the physical affects of the injury were permanent; and the physician at

that time determined that the petitioner suffered from 5% whole body disability and placed him on a 25-pound lifting restriction. On March 29, 1985, the petitioner was released from employment being told by Amoco representative Henry Davis (Personnel), Area Superintendent Michael Doerner and Department Supervisor Vyt Lazauskas that the petitioner was being placed on Long Term Disability from a job which, even with his medical restriction, he did perform.

On April 16, 1985, petitioner was denied a return to work by Amoco Supervisor Eric Weck (cited in Materials of Evidence below), and was again denied a return to work shortly thereafter by Amoco Employment Manager Richard Paul (cited in Materials of Evidence

below). However, Wayne Baylor of Amoco personnel did not believe that plaintiff's disability was severe enough to warrant discharge from employment (cited in Materials of Evidence below).

Plaintiff returned to work on August 28, 1985, with the same medical restrictions (5% whole body disability and 25-pound lifting restrictions) as a result of a letter written by plaintiff's family physician, Dr. Hehemann (cited in Materials of Evidence below).

On December 20, 1985, petitioner attended a meeting held by Amoco Oil Company (at the USA Inn, now Days Inn, Hammond, Indiana). This meeting was to advise the rank and file personnel what the company was expecting of everyone throughout the coming

year, 1986. During this meeting, management had a discussion on SAFETY. After this discussion, plaintiff stood up and stated that "we do not have a safety program here" and gave an example. Petitioner was told to sit down by Superintendent Michael Doerner being told that the situation could be brought up after the meeting. This discussion never took place. Later in the meeting, Divisional Manager Richard McGillivary, stated "don't be surprised that one day we'll have 25-year-old foreman, 25-year-old chief operators and 25-year-old operators." One only had to look around to see that youth was the answer for promotions. Shortly after the meeting, petitioner filed a grievance with the president of the Union,

Rudolph Oberman, Sr., charging Age Discrimination for what Mr. McGillivary stated on age, citing The Age Discrimination Act of 1967, 29 U.S.C., Section 621 et seq. (cited in Materials of Evidence below).

After the ratification of our new contract in February, 1986, petitioner was told by Superintendents Michael Doerner and Michael VanAcker and Supervisor that petitioner no longer had the job he was capable of handling with his restriction, and that he should consider what shifts he wanted to work, either 2 shifts or 3 shifts. Petitioner was working steady day shift.

Petitioner was not on any list to be transfered (as outlined in the "Issues in Review, case #2 which includes notations made

by peer; cited in Materials in Evidence below). Before and after this forced transfer petitioner filed another grievance (cited in Materials of Evidence below). This grievance was on Handicap Discrimination also written by the Union citing the Vocational Rebabilitation Act of 1973, 29 U.S.C. 791 and 794 (a), because the job in the new department demanded more physical work than petitioner's 25 pound weight restriction allowed. (Petitioner cites in part 81 Pacific Reporter 2d, 469, at 470 (3-6)), "In order to constitute actionable negligence, there must exist three essential elements--namely, a duty or obligation which the defendant is under to protect the petitioner from injury; a failure to discharge that

duty; and injury resulting from the failure." Lifting, twisting, pulling, and bending rubber hoses weighing a minimum of 75 pounds, (well above petitioner's 25-pound restriction) increased the degree of disability to 20%, led to two back surgeries and loss of employment. Petitioner cites: 662 Federal Reporter 2d, 292, G.D. Prewitt, Jr v. U.S. Postal Services. Namely, (1) petitioner was a victim of "disparate impact" discrimination; (2) petitioner was placed in a "surmountable barrier" discrimination; (3) refusal to hire (Stayed employed) were job related; and (6) petitioner has burden of coming forward with evidence. Petitioner believes that he has

such evidence (cited in Material Facts below).

Petitioner also cites: The Department of Health and Human Services, 45 Code of Federal Regulations 84.4 (a, 1,4) and Subpart B--Employment practices 84.11 (a) (b, 2,4,5, and 9). Petitioner also cites; Indiana Code 22-5-3-3 (a, 1,2 and (b, 1,2,3,4 and 5) Protection of employees reporting violations of federal, state or local laws, etc. Petitioner had filed with the Union under the Age Discrimination Act of 1967, and The Vocational Rehabilitation Act of 1973, protesting the lack of SAFETY; and he was a witness for an EEOC complaint and the subsequent filing of a Retaliation complaint. Citing, Firestone Textile v. Meadows, 666

South Western 2d, 730. And, Hansen v. Harrah's & Lewis v. MGM Grand Hotel, 675 Pacific Reporter 2d, 394.

Both the Company and the Union knew plaintiff could not handle the job plaintiff was transfered into with the medical restrictions listed in the plaintiff's medical files for his previous industrial injury. For the Assault by Intimidation, "transfer or else", petitioner turns to 29 U.S.C.A. 411, Bill of Rights case law: Maier v. Patterson, 511 Federal Supplement 436. Petitioner continued to ask for help from the individuals who were allowing the company to enforce this involuntary transfer on May 12, 1986, and the subsequent loss of employment. Petitioner also cites: 29 U.S.C.A. 412, Civil

Action for Infringement of Rights; Conspiracy between employer and union, case law: Thomas v. Penn Supply and Metals Corporation, 35 Federal Rules Decisions 17, . . . remedies were available.

Doing very little hands-on work at first, petitioner was learning the job by looking over the shoulders of his peers. On June 6 and June 9, 1986, petitioner was doing the job as much as possible though the duties he performed were not within the limits of his restrictions. On June 10, 1986 (while working on the 3 p.m. to 11 p.m. shift) petitioner came to work two hours early to tell his supervisor that his work load had caused a back injury. Petitioner was told by his new supervisor, Ken Hartman, that he

would check with Superintendents Doerner and VanAcker to see what could be done. Two hours later, petitioner was advised to call for a medical appointment--petitioner first called at the refinery hospital and found no one there so he saw his family doctor as he had been instructed to do. After making the appointment, petitioner was told not to do anything that night and place himself on Long Term Disability the following day, June 11, 1986.

Since that date, petitioner has had two back surgeries (a probably of a third exists), and a probable heart attack resulting in admittance to the Intensive Care Unit for four days at Our Lady of Mercy Hospital, Dyer, Indiana, followed by another

five days at the Community Hospital in Munster, Indiana (for insurance coverages).

Petitioner returned to work 23 months later on May 9, 1988, only to be harassed by management. Within two hours after returning to work, Superintendent Ralph Phillip stated that the company would try to get petitioner's restriction lifted and that petitioner should "get out" (petitioner was released from employment on September 23, 1988. Cite: Harassment, Indiana Code 35-45-2-2. Nearly every two weeks, petitioner was sent to the medical department to have his restriction lifted. It is the opinion of this petitioner that the refinery doctor did not change the restriction until he was coerced into doing so in August, 1988.

During this time, petitioner repeatedly asked management to honor his past requests for transfer as was his right under the stipulations of the contract in force in 1985. These requests were repeatedly denied, though others with less seniority were given the right to transfer. Petitioner addressed the matter to the Personnel Department and was told by Mr. Jack Graham that if he signed a NEW transfer request--which would have been bound by the regulations of a newly ratified contract--that the transfer request MIGHT be honored. Petitioner refused to give up his rights under the prior transfer requests; signing a new form would have jeopardized the petitioner's tenuous employment through demotion, loss of senority, or termination

without cause. Petitioner was told by Mr. Graham that he would respond in a timely manner. Days later, Mr. Graham called petitioner at his work site and stated that petitioner did not have any rights. Petitioner had worked 13 months since his first release on March 29, 1985; to date he has worked approximately nine months after the 1984 industrial injury (which resulted in a 5% whole body disability) and worked four months in 1988 after the 1986 industrial injury (which resulted in a 20% whole body disability). The company, not the medical department, forced petitioner out both times that he was released from employment.

Petitioner was released on Friday, September 23, 1988 (4:30 P.M.) and waited

until the following Monday, September 26, 1988, to file a grievance with the Union for a wrongful discharge. Petitioner discovered much later that the Union as represented by Mr. Rudolph Oberman, Sr., and the Board of Directors failed to pursue this grievance.

Petitioner hired a Chicago Attorney, H. Nasif Mahmoud, who filed charges against Amoco Oil Company for Age and Handicap Discrimination (H87-727) and later (H88-169) for Fraud and Misrepresentation, Collusion and Conspiracy, a Tort Claim, by Company and Union.

Petitioner had given $8675.00 to Mr. Mahmoud for filing and fees and was told months later that he would require more after petitioner had told Mr. Mahmoud that his

services would no longer be employed. When Mr. Mahmoud was asked for and refused to give plaintiff an itemized billing, and refused to refund any monies for services not rendered, petitioner looked for another attorney.

Mr. William H. Walden, a Deputy Prosecutor from Munster, Indiana, stated that he would take the cases mentioned above and go after Mr. Mahmoud for Legal Malpractice. On October 10, 1988, petitioner received his file from Mahmoud and immediately handed it over to Mr. Walden. Petitioner had two or three short meetings with Mr. Walden in his office. The last meeting (January 14, 1989) was with Mr. Walden and Attorney/Judge Charles R. Graddick (NOT Mr. Granack, as is incorrectly stated in Mr. Levy's Letter,

dated January 11, 1989; cited in Materials in Evidence, below) and was to help plaintiff with the cases. After the January 14, 1989, meeting with both Walden and Graddick, petitioner made several phone calls to Walden to ask some questions to no avail. However, when Walden finally returned the calls it was 1) to see if the petitioner would be willing to settle the case for a sum of $10,000 (the original request for damages had been $45,000); and 2) to state that petitioner did not have any bargaining power, and would petitioner consider a capitulation. Petitioner was taking a prescribed drug, Acetaminophen #3 with Codine, at the time of the call and admits to saying yes, only to state an emphatic "NO" when the attorney then

reiterated that he wanted to have petitioner's permission to dismiss the cases. Petitioner believes the defendants were taking advantage of their knowledge that plaintiff was on prescribed pain medition to protect all defendants concerned by only talking to petitioner by phone (Citing CASE 541 NORTH EASTERN 219, KAZALE V. FLOWERS) Later, Petitioner was told that Mr. Graddick did not want to enter into this case. However, petitioner now believes that Mr. Graddick stayed on this case long enough to help with the dismissal of these cases "Without the Power of Attorney." These incidents occurred in tandem with a letter by Mr. Levy and the Law Firm of Singleton, LEVY and Crist (now known as: Singleton, Crist,

Patterson, Austgen and Lyman; cited in Materials in Evidence below). Petitioner turns to Indiana Code of Civil Procedure 34-1-60-6, Written Authority (Case: 19 Indiana 403, Jarrett v. Andrews) and IC 34-1-60-9, Deceit, Collusion and Consents. and, Indiana Code 35-32-2-4, Aiding and abetting; conspiracy. Petitioner believes that a $10,000.00 payment was made, but not to the petitioner. The discriminatory behavior came to light when petitioner's wife picked up the file from Mr. Walden. Enclosed were the Letters to promote a conspiracy between Mr. Levy to Mr. Walden, dated January 11, 89, a Power of Attorney document to be signed by petitioner, a letter to the Attorney for the Union, stating that "We have concluded this

matter with Walden" and ordering a settlement draft for $10,000.00, Stipulation for dismissal to the Clerk's Office, District Court, Walden's letter to the District Court on his appearance on behalf of the petitioner (three weeks, 21 DAYS after he was hired) and a denial by the Court, for additional time. Petitioner believes that in order to hide [illegible]ors, Walden conspired with Mr. Levy to dismiss petitioner's case (George v. Caton, 600 Pacific Reporter 2d, 822). Petitioner believed the case could not be settled without his prior knowledge, or his agreement on a settlement or his presence before the court.

During the summer of 1989, petitioner went to the local office of Senator Coates to

reply to negative reports received by the N.L.R.B. of Chicago and its Washington, D.C. office. On October 19, 1989, the Senator's office sent petitioner a copy of a letter they received. Petitioner responded with material to support the untruths in this letter, but was rejected.

Petitioner contacted several attorneys who looked into this matter. Petitioner had one attorney who for $20.00 showed petitioner "the connect the dot game," stating, "If this attorney knows that attorney, and that attorney knows this attorney, and these attorneys know that judge . . . etc., what justice do you think you'll have here in Lake County (Indiana)?" Petitioner believes that at least two attorneys who showed the most

interest in accepting the case were scared off, one stating that "this is a 'Rico' case."

Petitioner had hired a Hammond, Indiana, attorney, Nels A. Kompier, who stated he would help in the matter and try to get plaintiff re-employed. After petitioner retained this attorney with payment of $1000.00, he asked if another attorney (not of the same firm) could help in this matter. This attorney, Mr. R. Cordell Funk, originally stated he would help only to change his mind, stating instead that he would proceed in a case against Mr. Mahmoud of Chicago. Mr. Kompier than stated that he would also go after Mr. Mahmoud for legal malpractice, stating that "you (Petitioner)

would be the best attorney around to go after Amoco and the Union." Petitioner was asked to sign a "Complaint," but on page two, paragraph #4, all the "wrongdoers" would have been released of any wrongful acts had petitioner signed this document. When petitioner returned home, Mr Funk called, trying to get petitioner to reconsider. Once again, petitioner refused. Then Mr. Funk stated, "do you believe that some court will allow you to reopen that [case]". When petitioner made an attempt to pick up his file, petitioner was told he had to wait. The waiting period allowed for Mr. Kompier and Mr. Funk to copy the material petitioner had in the file and to review and keep some of the material, thus making it difficult for

petitioner to support his allegations. Petitioner cites: Indiana Code 35-44-3-4, Tampering (3). At the advise of Mr. Kompier, petitioner filed his claim in the United States District Court against Mr. Walden, Mr. Levy, The Law Firm Of Singleton, LEVY and Crist, Amoco Oil Company and its Union, The Oil, Chemical, Atomic Workers Union, Local 7-1 on December 12, 1989.

Petitioner had asked the court to appoint legal counsel and this motion was ignored. Approximately 9 months later, this case was dismissed for "not stating a claim", 12 (b)(6). The judge stated that petitioner filed his case in a "Willy Nilly Matter" (September, 1990). The plaintiff appealed the "Order of the Court (90-3487) then

vacated to the Court of Appeals, because plantiff was told by a Court Clerk that he could not amend the case in the present court.

On January 11, 1991, plaintiff filed a Amended Complaint and this was also dismissed on August 6, 1991, for "not stating a claim", 12 (b)(6) The judge stated that all parties were private. Petitioner points to Mr. Walden as a Deputy Prosecutor, a public officer. Citing: Indiana Code 33-14-7-2, Powers of Deputies, case law 11 North Eastern, 141. The petitioner points to the following case laws to show that the Court was in ERROR to dismiss case, case law "Christina Mullarkey, et al., v. Helen

Borlgum, et al., 323 Federal Supplement 1218, #2 Civil Rights . . . defendant acted under color of law is automatically met when defendant is a state officer or official". And, Welch v. Mason, Dixon Lines, 507 Federal Supplement 1064, #1 and #2.

On February 28, 1991, petitioner sent to the court, "Petition to the Court Requesting Judicial Action on Case H89-446" There was no reply by the court. However petitioner received an unopened envelope containing this petition returned by Amoco's attorney, followed by another. Petitioner believes that this is a clear "Default" judgment. Citing Work's Indiana Practice, Volume 2, ss 28.3, Withdrawal of Appearance, citing case

law, "Hogan v. Staley(s), 225 North Eastern 582.

Petitioner has pleaded with Amoco's management to allow him to work in the position the plaintiff had originally filled which had been taken away because he was capable of handling the duties of this position with his restriction; his request was denied. Petitioner was lead to believe that the Union had filed grievances on his behalf. Only much later did petitioner found out that his conversations with Union officials were not acted upon and that though formal grievances were filed, no arbitration was entered into on the petitioner's behalf. The petitioner also learned that the Union applies different union case laws for

different individuals as benefits their position. Petitioner hired attorneys, paying fees from $20.00 to $8675.00 (and requests for more money from one who did no work on the case of any merit) to represent and each time petitioner's request for legal counsel was denied. Petitioner asked the ACLU to represent him and was denied (only to find that at least two members were of the Law Firm or may be related to the Law Firm petitioner was sueing). Two Hammond, Indiana, attorneys took the petitioner's money then changed their minds regarding their ability to represent the petitioner after his refusal to sign a complaint which included a stipulation (cited in Materials in Evidence below) mandating that petitioner

would not have any redress against the defendants.

Another Attorney, Mr. Jack W. Lund, of Gary, Indiana, who said he would look into the case took a fee for discovery work, failed to give petitioner anything the $904.50 agreed to in advance, stating that this was a frivolous lawsuit. Months later, this attorney was charging petitioner for additional monies for the discovery work which plaintiff never received.

Petitioner entered his case in the United States Supreme Court on July 24, 1991, only to be told that plaintiff had to exhaust his remedies with the court--a court that has ignored petitioners' Motions.

Petitioner entered into the Court of Appeals with a Writ of Mandamus (denied August 22, 1991) and later with a Motion for Leave to File Petition for Relief from Order, Writ of Certiorari and was denied (August 28, 1991).

On September 9, 1991, petitioner entered into the United States District Court for the MOTION FOR LEAVE TO FILE PETITION FOR RELIEF FROM ORDER OF COURT, MOTION FOR APPOINTED COUNSEL AND/OR CHANGE OF VENUE TO ANOTHER DISTRICT COURT, AND, BY LEAVE OF COURT TO AMEND PUNITIVE DAMAGES. (under 60 (b)(1) hand in hand with Trial Rule 59 (e) and Trial Rule 15 (a) By Leave. . . To Amend Punitive Damges). Two weeks later, September 23, 1991, petitioner again presented a motion to

the District Court. This was a MOTION FOR COURT TO CORRECT ADDITIONAL ERRORS, BY COURT. No ruling. On September 26, 1991, petitioner entered into the Court of Appeals with a MOTION TO PETITION FOR PERMISSION TO APPEAL. Appeal denied.

Mr. Funk is the husband of the secretary to the judge presiding over my case; he has stated to me, "do you believe that some court will reopen that [case]?" Petitioner believes that the judge has been in ERROR (60 (b)(1), for not honoring the motions above, and specifically for not honoring a motion to provide legal counsel, citing: Whisenant v. Yuam,739 Federal Reporter 2d, 160, at 161, #3) and that conflict of interest may exist under Legal Ethics--Chapter 3, Canon 3 of the

Code for Judicial Conduct for United States Judges, (1977 Edition) C. Disqualification (d) (iii), at pages 358 and 359. Also, 29 U.S.C.A. 455, Interest of justice or judge, citing case, Saunders v. Piggly Wiggly Corporation., Piggly Wiggly v. Saunders, et al., 1 Federal Reporter 2d, 582, #2 at 584, Personal bias or prejudice.

Petitioner prays that he will have his day in Court, to address the discriminatory behavior of Company and Union, resulting in a 20% disability to person, financial losses, loss of employment, wages and benefits. He also prays the court address the unethical behavior of lawyers who misrepresented themselves, showing a cock-sure attitude that this case will not go to trial by refusing to

accept petitioner's motions in the mail. And, the petitioner requests a relief from a judge who has denied plaintiff a hearing in his court and fair representation. Citing case law Guy v. Schuldt, 138 North Eastern 2d, 891. Petitioner cites this case law because in part, #8, "Fraud" may consist of "intentional deception, relied upon by another inducing him to part with property or surrender a legal right such as a cause of action".

Therefore, petitioner prays that at a time when discrimination has angered the nation publicly, this petitioner has been fighting a Conspiracy of Silence privately. "The Rights of all men are diminished, when one man's right is threatened" -- Kennedy.

REASONS FOR GRANTING THE WRIT

Certiorari should be granted for several reasons: (1) This petitioner was injured, not by his negligence, but by the intimidation of others to cause a Malicious injury to a individual that had a medical restriction. (2). By not standing by the laws of the contract, the state and federal laws, the Union failed to represent a member, allowing a greater degree of disability and unemployment. (3). Attorneys, who were paid to protect the petitioner's civil and constitutional rights, did nothing after receiving fees. (4). The one person plaintiff thought he would receive help from, Judge Moody, did not honor plaintiff's motions, instead stating that plaintiff "did

not state a claim" and filed in a "Willy Nilly Matter", therefore ignoring all motions by petitioner.

CONCLUSION

For the reasons set forth above, petitioner prays that a writ of certiorari be granted, on the material facts presented before this court, in accordance with the First (speech and redress grievances), Seventh (trial by jury), and Fourteenth (Due process and Equal Protection) Amendments.

RESPECTFULLY SUBMITTED:

BY: Louis Albert Csoka

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MATERIAL FACTS IN EVIDENCE

1. Grievance Form written by Union Rep., following petitioner's March 29, 1985 release (dated April 16, 1985).

2. Knight of Columbus Form signed by Richard Paul, denying the petitioner employment, after his 1985 release.

3. Knight of Columbus Form signed by Wayne Baylor, stating he did not believe petitioner was disabled enough to be out of employment during the time he was in 1986.

4. Family doctor, who wrote letter for petitioner's release to go back to work for his 1985 release (March 29 to August, 1985).

5. Letter written by union on Age Discrimination, dated January 14, 1986.

6. Letter written by union on Handicap Discrimination, dated February 11, 1986.

7. After petitioner was dismissed from employment (June 10, 1986) plaintiff hired Attorney H. Nasif Mahmoud. ($45,000.00 was offered).

8. Petitioner returned to work at the surprise of the company and union. During this time petitioner filed another grievance for the job petitioner lost. As shown in grievance, "job taken away".

9. When petitioner could not get an itemized bill or refund from Mr. Mahmoud, petitioner wrote a letter to the ACLU. Two names on that list may be related to the law firm petitioner is sueing.

10. After petitioner hired Mr. Walden, it didn't take long for him to enter into a agreement with Mr. Levy.

11. "Stipulation For Dismissal With Prejudice", petitioner did not sign anything, and was not present at any court. Petitioner was told by his attorney no need to show because of a continuance.

12. "Motion" filed on October 31, 88, appearance of counsel, 21 days after defendant was hired as a prosecuting attorney.

13. "Order" filed Nov. 2, 88, denied enlargement of time.

14. Letter, dated January 11, 1989, written by Mr. Levy to Walden (third party was

Attorney/Judge Charles H. Graddick, not Mr. Granack).

15. Letter, dated January 17, 1989, to the Union's attorney, Mr. Yokich, "concluded this matter".

16. Letter, dated January 17, 1989, "settlement draft for $10,000.00.

16. A "Complaint" written by Mr. Funk, which petitioner would not sign because of paragraph #4. A clear sign that this attorney knew that petitioner was deceived by Walden, approximately six to nine months after the fact.

17. Approximately 10 months after petitioner fired his first attorney Mr. Mahmoud, Mr. Mahmoud was trying to get more money from

petitioner, though he refused to give an itemized bill or refund.

18. Letter by Mr. Funk stating he will determine what cost petitioner needs to pay ($57.45) and what papers petitioner is entitled to receive from his file.

19. Motions to the court to petition the court to rule on cases.

20. Above petition returned in unopened envelopes by Amoco's attorney, Mr. Weibaum.

21. Letter from HBRC implying that if I didn't go to an independent physician, my benefits would have been cut off.

22. Letter by an independant doctor of my status, "the prognosis on this patient with or without treatment is extremely poor as far as returning to work is concerned".

23. The letter from N.L.R.B., dated October 19, 1989, replies as follows:

a. Letter written by Dr. Iagmin of Amoco, stating petitioner should go to Work Hardening Program, (dated June 8, 1988) Petitioners' doctor wrote his work hardening program June 16, 1988. This was never a issue with Dr. Levin while petitioner was looked after by this doctor from November 1987.

b. Petitioner received a work release form on April 14, 1988, to return to work May 9, 1988.

c. After petitioner was harrassed, he was told to return to petitioner's doctor to get another release, Temporary-Permanent ???

d. Petitioner's permanent restriction was imposed on March 13, 1985 not 1988, as Amoco wanted everyone to believe.

e. Attorney for the Company and others stated the statute of limitition had expired against company and union. However, petitioner filed his action only one month before he was informed by the union of the dismissal of grievance.

f. The union showing one case law (John Chavez) where this fellow hurt himself. And, ruled my case accordingly. However petitioner was injured by force of company and union.

24. "Issues in Review", Case #2, annotations made by peer. This medically restricted petitioner was not an "affected employee" and

when he asked to be transfered, it was DENIED.

25. The "Tentative Fee Agreement", where petitioner paid this attorney $904.50, for discovery work petitioner never received.

26. Successfully 1991 Compensation Claim against Amoco Oil Company in which Amoco was ordered to pay compensation to petitioner.

APPENDIX

1. Department of Health and Human Services 45 CFR Subtitle A (10-1-86 Edition) Subpart A -- General Provisions Sec. 84.4 (a) and Subpart B--Employment Practices 84.11 (a) (1, 2, 3, and 4) and (b) (1, 2, 3, 4, 5, 6, 7, 8 and 9).

2. INDIANA CODE 22-5-3-3, Protection of employees reporting violations of federal, state or local laws, etc. (a)(1 and 2) and (b)(1, 2, 3, 4 and 5).

3. INDIANA CODE 35-44-3-4, Tampering-Obstruction. (a)(2 B), (3).

4. 15. AM JUR 2d, 901, ss 345, (Civil Rights) Harassment, Intimidation, and Retaliation.

5. 6 AM JUR 2d, 99, ss 117, Assault and Battery.

6. 54 AM JUR 2d, 638, ss 21, Wilful, Wanton, and Reckless Acts.

7. 45 AM JUR 2d, 302 ss 25, Attorney-Client Contract (Interference).

8. 42 U.S.C.A. 1983, Public Health & Welfare, (Ch. 21) at 15, Civil action for deprivation of rights.

9. 83 Michigan Law Review 1571 (1985), Relief from Final Judgment Under Rule 60 (b)(1) Due to Judicial Errors of Law.

IN THE

SUPREME COURT OF THE UNITED STATES

DECEMBER TERM 1991

No. _____

Louis Albert Csoka

v.

WILLIAM H. WALDEN, et al.,

I, Louis Albert Csoka, swears that on this date, December 23, 1991, petitioner served the Petition For Writ of Certiorari, to all the interested parties.

The names and addresses of those served and copy given to are as follows (2 pages):

(NOTE: In the pass, Mahmoud moved once he was informed that he was a party to be named in a lawsuit. Lund and Graddick returned copies mailed to them by first class mail).

1. Solicitor General
   Department of Justice
   Washington, D.C. 20530

2. Evan Byah
   Governor of Indiana
   State Capitol Building
   Room 206
   Indianapolis, In 46204

3. United States District Court
   Honorable James T. Moody
   507 State Street
   Hammond, Indiana 46320

4. Charles H. Graddick, PC
   504 Broadway Ave.
   Gary, Indiana 46402

5. H. Nasif Mahmoud
   (moved, address unknown)

6. Jack W. Lund
   3739 Cleveland Ave.
   Gary, Indiana 46408

7. Stephen A. Yokich
   343 South Dearborn St.
   Chicago, Il 60604

8. James B. Meyer
   363 South Lake
   Gary, Indiana 46403

9. Terence M. Austgen
   9245 Calumet Ave.
   Munster, Indiana 46321

10. Nels A. Kompier
    5253 Hohman Ave.
    Hammond, Indiana 46320

11. R. Cordell Funk
    5253 Hohman Ave.
    Hammond, Indiana 46320

12. Jeffery S. Heller
    Amoco Oil Company
    200 E. Randolph Dr.
    Chicago, Il 60601

RESPECTFULLY SUBMITTED:

Louis Albert Csoka

Louis Albert Csoka
Petitioner, Pro Se
945 Ivanhoe Lane
Dyer, Indiana 46311
219-322-4004

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

91-1228

(2)

Supreme Court, U.S.
FILED
OCT 29 1991
OFFICE OF THE CLERK

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

DECEMBER TERM 1991

LOUIS ALBERT CSOKA
PETITIONER
vs.

WILLIAM H. WALDEN, et, al.,
Respondents

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

SUPPLEMENT APPENDIX TO PETITION FOR WRIT OF CERTIORARI

Louis Albert Csoka
945 Ivanhoe Lane
Dyer, Indiana

100

App. 1

GRIEVANCE REPORT

Local Union # 7-1

Grievance # _____ Date 4-16-85

Employee's Name --Lou Csoka Clock # 9334

Department- - - Wax Shift 8-4

Seniority Date Classification CO

Nature of Grievance On 6-22-84 Lou Csoka was injured at work. Csoka had restrictions (medical) placed on him, but continued to performed his work. On 3-29-85 Csoka was informed of the company's decision to place him on LTD. The Union maintains that L. Csoka should not have (been) placed on LTD and that he be allowed to return to work.

(What Union) Desired. The Company return L. Csoka #9334 to work and pay all lost wages,

benifits due him (Section 16.02)(Handicapped Employees--). Signed by James R. Klcchan, for the Union.

Company Action; Denied on 5-23-85, by e. Weck, for the Company.

App. 3

IN RE CLAIM FOR DISABILITY BENEFITS
(submitted to)
KNIGHTS OF COLUMBUS

1. Claimant's full name? Louis A. Csoka

4. (a) Are you convinced that the Claimant is now, by reason of present disability, unable to engage in any occupation whatsoever for remuneration or profit? yes.

5. On what date was Claimant obliged to stop work by reason of present ailment? 4-1-85

6. Name under which the Claimant was doing business, or nam,e of person, firm, corporation or company with which the Claimant was engaged or by which employed at that time? Amoco Oil Comapny.

/. (a) Claimant's title, position or office in such firm, corporation, etc.? Chief

Operator - Lubricants Division. (b) What was your business relation with the Claimant? Employment Manager.

8. Date when Claimant commenced business or became engaged or employed by concern in Answer "6" ? 72/3/6.

9. What was nature of the Claimant's duties or work? Process Operator in a ^Petroleum Refinery.

10. (a) Is the Claimant now paid any salary or compensation ? $15.565/hour. (b) If so, what proporation is it of salary or compensation that he received prior to disability ? **. ** Currently receiving half time pay on 7/18/86 or $7.78/hour.

Signed by Richard D. Paul, for the Company.

App. 5.

IN RE CLAIM FOR DISABILITY BENEFITS
(submitted to)
KNIGHTS OF COLUMBUS

1. Claimant's full name? Louis A. Csoka. Residence? 945 Ivanhoe Lane, Dyer, Indiana 46311.

2. Are you a blood relative of, or related by marriage to, the Claimant ? NO.

3. How long have you known the Claimant? I do not personally know claimant.

4. (a) Are you convinced that the claimant is now, by reason of present disability, unable to engage in any occupation whatsoever for remuneration or profit? NO. (b) if answer (a) is "no" to what extent or degree do you believe the Claimant able to engage in some occupation? Claimant cannot litt over

25 pounds.

5. On what date was the Claimant obliged to stop work by reason of present ailment? 6/11/86.

6. Name under which the Claimant was doing business, or name of person, firm corporation or company with which the Claimant was engaged or by employed at that time? Amoco Oil Company. Address? 2815 Indianapolis Blvd., Whiting, Indiana 46394.

7 (a) Claimant title, position or office in such firm, corporation, etc.? Chief Operator. (b) What was your business relation with the Claimant? I'M in Personnel Dept.

8. Date when the Claimant commenced or became engaged or employed by concern named

in Answer "6" ? 3/6/72.

9. What was nature of the Claimant's duties or work? Production Operations.

10. (a) Is the Claimant now paid any salary or compensation? YES. (b) If so, what proportion is it of salary or compensation that he received to disability? 50% (c) Date of last salary or compensation payment to the Claimant? Currently being paid. (Has 1096 hours of half-time remaining).

Signed by Wayne Baylor, for the Company on December 11, 1986.

THE HAMMOND CLINIC

August 13, 1985

Mr. Louis Csoka
945 Ivanhoe Lane
Dyer, Indiana 46311
Hammond Clinic Number 205812

Dear Mr. Csoka:

I am writing this letter to summarize your case as I see it from the prespective of our last visit of June 18, 1985. I have known and cared for you and your family over the past eight years or more, and I have treated you for an occasional flare-up of back pain in the past.

I am aware that you suffered an injury to your lower back at work on June 22, 1984 after doing some shoveling. You were treated after this by Doctor Feldman and Doctor

Gluek. You worked for as long as nine months with this discomfort, according to our discussion.

It is my understanding that because of an explanatory letter that Doctor Gluek wrote for you you were either laid off or fired on the basis that your low back problem was something that Doctor Gluek felt might well recur after doing shoveling or lifting heavy objects.

Over the past several months that you have been off of work you have been moving around fairly freely, and at this point you have occasional, mild ache in the low back, but no serious pain. You are able to do your normal activities, to swim, and at this point it is your feeling that you could do your work

without any problem.

I am led to understand that your regular job does not call for shoveling or any heavy lifting, but rather, you are more in a supervisory capacity. I feel it would be beneficial to your rehabilitation to be able to go back to work at this point. I do not think staying off of work any longer would be of any greater benefit to your lower back. I am hopeful that this letter will be of assistance to you in getting back to your former position at work.

If I can be of any further help please do not hesitate to call me. Signed by William V. Hehemann, M.D.

14 JANUARY 1986

TO WHOM IT MAY CONCERN:

The Age Discrimination in Employment Act of1967 U.S.C. Section 621 et seq. (ADEA) is thefederal law which prohibits employment discrimination based on age by private employers, employment agencies and labor organizations. An employer may not refuse to hire, discharge, or otherwise discrimination in compensation, terms and conditions of employment or other privileges because of an individual's age.

On March 29, 1985, the AMOCO Oil Company, Whiting Refinery (Whiting, Indiana), discriminated against Mr. LOUIS CSOKA> The facts leading to this act of discrimination are:

1. That on or about June 22, 1984, Mr. Louis Csoka experienced accidental injuries arising out of, and in the course of his employment, when he was shoveling a wax pile, and in so doing, experienced injuries to his back.

2. Said incident listed above was adjuged by the Industrial Board of Indiana, and awarded in Mr. Csoka's behalf, was ordered (Exhibit given).

3. Mr. Csoka worked nine (9) months (June 22, 1984 through March 29, 1985), after his back injury. etc.

7. Mr. Csoka did not receive equal opportunity to retain his wages. He was treated differently by the Company, in that, on March 29, 1985, he was placed on S&D Benefits, received full pay for eighteen (18)

weeks, and one half pay for three (3) weeks. He took two (2) weeks Vacation in lieu of (2) weeks S&D, because of financial hardship. (more examples given to this charge, written by the Union).

11 February 1986

TO WHOM IT MAY CONCERN:

Puruant to the provisions of the Vocational Rehabilitation Act of 1973, as last amended by P.L. 98-221, effective February 22, 1984, under Definitions Section 7 (A) and (B).

On March 29, 1985, the Amoco Oil Company, Whiting Refinery (Whiting, Indiana), discriminated against Mr. Louis Csoka. The facts leading to this act of discrimination are:

1. That on or about June 22, 1984, Mr. Csoka experienced accidental injuries arising out of, and in the course of his employment, when he was shoveling a wax pile, and in so doing, expienced injuries to his back.

Exhibit Given:

From July 3, 1984, Seated work only, to November 8, 1984, No climbing hand-over-hand ladders; no lifting over 25 lbs; no shoveling, March 13, 1985, no lifting over 25 lbs; no shoveling.

6. The Union, Local 7-1, INC., OCAW, filed a grievance on Mr. Csoka's behalf, on April 16, 1985, at the 1st-stage level of the Grievance Procedure, as per our Working Agreement. The Company denied the grievance on May 23, 1985. The Union introduced the following proposal on June 24, 1985, at the Regular Agenda Meeting between the parties: "85-157-(2029), the Company return Louis Csoka (#9334) to work, and pay all lost wages and benefits due him (Section 16.02)." (Rep. Klochan). More exhibits given. At #12, page #4. On or

about July 82, shift foreman, Vyt Lazauskas held a Safety Meeting with the entire department, and he stated: "I'm going to change Lou Csoka's attidute." At #13, page #4. On or about April-84, Shift Foreman Vyt Lazauskas informed new employees: "Stay away from Lou Csoka, Andy Zato, John Gomez, and Glenn Frey."

At #14, pages #4 and #5. On or about February-84, Shift Foreman Vyt Lazauskas informed employees of the Wax Refinery that the Department had too many Chief Operators, on the day shift, and that this classification will be reduced from the bottom of the seniority list, or the top At page #5. Mr. Louis Csoka is No. 1 on the Wax Refinery Chief Operator list. (written by Union).

LAW OFFICES

HUBBARD & MAHMOUD, LTD.
SUITE 1415
111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

July 29, 1988

Joel C. Levy, Esq.
Singleton, Levy & Crist
9013 Indianapolis Boulevard
Highland, Indiana 46322

RE: Louis A. Csoka vs. Amoco Oil Company H87-00727

Dear Mr. Levy:

Puruant to the settlement negotiations in Judge Luzano's Chambers today we hereby make a demand for settlement as follows:

1. The transfer of my client to another department with a quote "light duty" job.

2. Forty-five thousand dollars ($45,000.00), as compensatory damages.

3. Attorneys fees in the amount of ten thousand dollars ($10,000.00).

The damages are figured according to the statutory theory in discrimination cases, what the plaintiff would have earned had the discrimination not occured less what the plaintiff actually earned. Please advise us of the acceptance of this demand or your counter offer as soon as possible.

Signed by H. Nasif Mahmoud.

FIRST-STAGE GRIEVANCE MEMO

1. WHO COMPLAINED ? Lou Csoka PR# 9334

Craft: Chief.

2. WHAT ABOUT ? Operator (Zato) doing chiefs job that 5 hse (house) chief used to do. This job was initially taken away from Lou Csoka).

3. WHERE DID IT HAPPEN? Specialties.

4. WHEN DID IT HAPPEN? Week of 8-22-88, shift: Days.

7. HOW LONG DID THE JOB TAKE? 8 hrs.

9. Union Representative's name: Neill.

10. WHAT IS HIS PROPOSAL? Company didn't talk this over with Union.

(Hand written grievance goes on to state Operator doing Chief Operators work and part of carry over of Csoka's 1986 grievance, contract violation).

ACLU

November 28, 1988

Mr. Louis Csoka
945 Ivanhoe Lane
Dyer, Indiana 46311

Dear Mr. Csoka

Our Legal Panel has received and reviewed your recent complaint requesting legal assistance. We have determined that your complaint does not present an issue that we can address. etc., etc., etc.

(Under the names of the Board of Directors. The names of Gregory Lyman and Sue Singleton appear. Both may be related to the Law Firm of Single Levy & Crist, Now Known as Singleton, Crist, Patterson, Austgen & Lyman.

SINGLETON, LEVY & CRIST
ATTORNEYS AT LAW
SCHUYLER SQUARE
9013 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

January 11, 1989

William Walden, Esquire
R.B. Lanman Building, Suite B
8242 Calumet Avenue
Munster, In 46321

RE: Csoka vs. Amoco Oil Company

Dear Bill:

I thought it appropriate to confirm in writing our understanding regarding the above captioned matter which is set for trial on January 30th. You have agreed that the matter will not be tried and the matter will either be dismissed or that it will be included in a settlement of both of the pending Csoka cases. I have repeatedly

indicated that we could not agree to a continuance of the trial date and have pestered you to furnish to me the materials necessary to prepare the Pre-trial Order. Based upon your assurances that this matter would not proceed to trial and that it would be disposed of as indicated above, we have not so proceeded.

Furthermore, you have now advised the United States District Court that the matter will either be dismissed or included in a settlement of both proceedings. I consider this a binding agreement that will lead to disposition of this matter.

The terms of the settlement that we have discussed would be a payment of $10,000.00 to Mr. Csoka in consideration of dismissal of

both of the pending suits in the United States District Court and agreement that all matters are resolved with Csoka regarding any grievances or causes of action arising out of his employment other than his claim for workmen's compensation under his industrial accident and other than his benefits under long term disability. Finally, it is agreed that Csoka foregoes any right to return to employment at Amoco Oil Company at any time whether or not he continues on disability. In other words, his employment relationship with Amoco is terminated other than his right to continue to receive long term disability benefits through the insurance carrier.

I have advised you that I would recommend the terms of this settlement. You have advised

this settlement is agreeable with you and that you have approval of your client, subject to your reviewing this with Attorney Granack (Petitioner's Note: Judge Charles H. Graddick is the third party, not Mr. Granack as stated). In order to protect your personal responsibilities to Csoka, you wanted another opinion to confirm this agreement. You will meet this Saturday and will advise me over the weekend or first thing on Monday morning as to whether you will just dismiss this proceeding or want me to try to obtain the settlement authority. I have advised you that I would recommend this settlement and that the in-house attorney will allow me to put that recommendation to management. However, the

matter has not been reviewed with management and the person in charge will not be available until Monday. We have no assurance that he will accept or approve this settlement. It is our legal opinion that Mr. Csoka does not have a case of validity under either matter and that the real basis of this settlement is that we have ended the employment relationship with Csoka and avoided problems with him in the furture in the event he goes off long term disability or would want to return to employment.

I have agreed that we will respond quickly to you as to whether or not we can obtain settlement approval. If settlement approval is not ibtained, the pending matter will be dismissed and we will then address the 301

Action. If this letter is contrary to your interpretation or understanding, please contact me immediately. Signed by, Joel C. Levy.

SINGLETON, LEVY & CRIST
ATTORNEYS AT LAW
SCHUYLER SQUARE
9013 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

February 2, 1989

Clerk's Office
United States District Court
507 State Street
Hammond, IN 46320

RE: Csoka vs. International Union
Local 7-1, Inc.
Civil No. H88-169

Dear Clerk:

You will please find enclosed herewith original and two copies of Stipulation for Dismissal with Prejudice and an original and four copies of a tendered form of Order. Please file the Stipulation for Dismissal with Prejudice and present that and the Order to the Court for entry.

Please return a file-marked copy of the Stipulation for Dismissal with Prejudice and a file-marked copy of the Order to complete my file. Signed by Joel C. Levy. Copies to Stephen Yokich and William Walden.

RELEASE AND SETTLEMENT AGREEMENT

(Read Carefully Before Signing)

KNOW ALL MEN BY THESE PRESENTS, that I LOUIS A. CSOKA, for and in consideration of the sum of Ten Thousand Dollars ($10,000.00), to be paid by AMOCO OIL COMPANY, do hereby release, acquit and forever discharge AMOCO OIL COMPANY, its agents employees and representatives, together with all other corporations or affiliated entities of Amoco Oil Copany, from any and all claims and demands, actions and causes of action, for damages, personal injury, costs loss of wages or employment, expenses or compensation heretofore sustained by me during the course of my employment, arising out of any work place accidents or injuries, and/or being

placed upon temporary or total disability. In consideration of this settlement, I hereby agree as follows:

1. The suit pending in the United States District Court for the Northern District of Indiana, Hammond Division, as cause No. H87-00727 and captioned Louis A. Csoka vs. Amoco Oil Refinery is hereby fully satisfied and I further agree to the dismissal of that litigation, with prejudice and with the understanding that I may not reinstitute said litigation or bring any other legal action or proceedings against Amoco Oil Company and I hereby direct my attorney to execute documents to conclude dismissal of said ligation.

2. The suit pending in the United

States District Court for the Northern District of Indiana, Hammond Division, as Cause No. H88-169 and captioned Louis A. Csoka vs. International Union Local 7-1, Inc., Oil, Chemical and Atomic Workers; Mark Neil, Individually; Rudolph J. Oberman, Sr., Individually; Amoco Oil Company is hereby fully satisfied and I further agree to the dismissal of that litigation, with prejudice and with the understanding that I may not reinstatitute said litigation or bring any other legal action or proceedings against Amoco Oil Company and I hereby direct my attorney to execute documents to conclude dismissal of said litigation.

3. I further agree and understand that as a further consideration for said payment

that this release applies to any and all claims of any kind or nature which occurred or could have occurred during the course of my employment, whether know or unknown at this time and whether or not based upon any claim of discrimination of any kind or nature.

4. I further agree and understand that as further consideration for said payment that this Release applies to any and all claims based upon Section 301 of the labor Management Relations Act and any and all allegations or claim regarding the actions of or representation on my behalf by International Union Local 7-1, Inc., Oil, Chemical and Atomic Workers and/or Amoco Oil Company.

5. I further agree and understand that as a further consideration for said payment that this Release applies to and covers any and all union grievances filed or that may have been filed on my behalf and I shall and I do hereby direct the Oil, Chemical and Atomic Workers Union to withdraw and dismiss all pending grievances brought on my behalf or in which I might have an interest.

6. I further agree and understand that as further consideration for said payment, that I do not and shall not have any right to continued employment with Amoco Oil Company and I shall not now or at any time in the future apply for employment with Amoco Oil Company or any related corporations or businesses at any time. I specifically

understand and agree that I have no right to continued employment with Amoco Oil Company should I become no longer eligible for or covered under the terms and provisions of long term disability insurance.

7. I further understand, acknowledge and agree that my rights under long term disability insurance shall be subject to the terms and provisions of said insurance coverage and subject to my completing the requirements set forth and established by the insurance company.

8. I further agree that I shall withdraw the discrimination charge that I filed in the fall of 1988 with the Equal Employment Opportunity Commission as charge No. 24E880293 and further agree that I shall

request the E.E.O.C. and/or the Indiana Civil Rights Commission to terminate investigation of said charge and to dismiss same as I now recognize that it is without merit.

I warrant that no promise or inducement not herein expressed has made to me; that in executing this Release I am not relying upon any statement or representations made by any person or party released or their agents, representatives or legal counsel, concerning the nature of my claim or claims or considering any other thing or matter; that the above mentioned payment is received by me in compromised settlement and full satisfaction of all the aforesaid claims and demands, actions and causes of action whatsoever; that Amoco Oil Company has stated

to me that this payment is not an admission of liability or fault or an acknowledgement of any validity of any and all claims and has made this payment to avoid cost of continuing with the trial of the pending litigation and the workmen's compensation claim; that I am of full age am legally competent to execute this Release and that before signing and sealing this Relase I have fully informed myself of its contents and meaning and have so executed with full knowledge thereof and after having first reviewed this with and having received the advice of my legal counsel. (Petitioner's Note: This was encluded with petitioner's file at the time wife received file).

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

Louis A. Csoka,	
Plaintiff	
vs.	H88-169
	2-3-89
INTERNATIONSL UNION LOCAL 7-1, INC., OIL, CHEMICAL & ATOMIC WORKERS; MARK NEIL, INDIVIDUALLY; RUDOLPH J. OBERMAN SR., INDIVIDUALLY AND AMOCO OIL COMPANY	
Defendants	

STIPULATION FOR DISMISSAL WITH PREJUDICE

Come now the parties, by their respective counsel, and agree and stipulate that this cause of action shall be dismissed, with prejudice. Each party to bear their own costs. (Signed by Walden, Levy and Yokich).

STATE OF INDIANA	)	LAKE SUPERIOR COURT
COUNTY OF LAKE	)	ROOM NUMBER FIVE
LOUIS A. CSOKA,	)	HAMMOND, INDIANA
Plaintiff	)	
vs.	)	CAUSE NO:
H. Nasif Mahmoud	)	
Defendant	)	

COMPLAINT

Comes now Louis Csoka, by counsel, and states:

1. That as evidenced by exhibit A attached on September 4, 1987 he entered into a contract with the defendant wherein the defendant was going to represent Louis Csoka in a certain claim that Louis Csoka believed he had against his former employer Amoco Oil.

2. Attached hereto as exhibit B is a complaint that said defendant filed on his behalf.

3. That defendant Mahmoud in breach of

the contract and/or fraudulently, willfully and oppressively breached the contract by failing to adequately represent said Louis Csoka. The defendant knew or should have know shortly after he was retained that there was not a viable cause of action.

Further, the defendant as an attorney knew or should have known that he was incapable of representing said plaintiff because he was not knowledgeable in that field of law. Further, even if he is knowledgeable in that field of law the defendant knew or should have known that he was not going to put forth any efforts necessary to adequately represent said plaintiff and, in fact, put forth no effort in representing him but simply went through

the motions. Defendant further failed to appropriately educate himself as to the law and the facts in Louis Csoka's case and/or cases.

4. Louis Csoka, not being fully knowledgeable in the field of law that was the subject matter of his complaints, gave the facts of his complaint to the attorney and reasonably believed he had a cause of action and only later has plaintiff been advised and come to realize that he did not have a cause of action in either of the complaints the defendant Mahmoud filed on his behalf at his (Louis Csoka's) request. Once he became aware that he could not prevail, in the Federal Court, on said complaints filed by defendant Mahmoud he allowed those

complaints to be dismissed by defendant Mahmoud).

5. The defendant wrongfully and in breach of the contract failed to give the plaintiff an accounting as to the hours he spend and the work that the defendant did when asked to do so both orally and in writing by Louis Csoka.

6. The defendant in breach of the contract and/or fraudulently, willfully and oppressively not only retained moneys for which he had not performed services but had the audacity to attempt to wrongfully obtain further funds from the plaintiff by sending him billings for more moneys when he had not even given an accounting nor earned the moneys which he had originally been paid (see

exhibit D attached).

Wherefore, the plaintiff requests a judgement against the defendant which said judgement would in effect refund to him the unused portion of the retainer which was provided to the defendant, to repay him the part of same wrongfully used, such punitive damages as the court finds appropriate against the defendant and for all other relief the court finds appropriate in the premises. (Petitioner's Note: This Complaint was drawn up by R. Cordell Funk).

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

LOUIS A. CSOKA,
Plaintiff

vs

AMOCO OIL REFINERY,
Defendant

No. 87-0727
Filed 10-31-89

MOTION

Comes now William H. Walden and enters his appearance on behalf of plaintiff, Louis A. Csoka. Plaintiff, by counsel, now request that the time for discovery cut-off be enlarged for a period of thirty (30) days up to and including December 1, 1988, and in support thereof states that counsel has just been retained and the time for discovery has not yet expired. (Petitioner's Note: Signed by Walden, filed 21 days after being retained. Court DENIED Motion on 11-2-88).

SINGLETON, LEVY & CRIST
ATTORNEY AT LAW
SCHUYLER SQUARE
9013 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

January 11, 1989

William Walden, Esquire
R.B. Lanman Building, Suite B
8242 Calumet Aveune
Munster, Indiana 46321

RE: Csoka vs. Amoco Oil Company (301 Action)

Dear Bill:

I thought it advisable to also confirm our understanding regarding the 301 Action. We are delinquent on the status report, but based upon your thought that you and Mr Granack will either dismiss or propose settlement of this matter, no further action has been taken regarding that status report. You have indicated that this matter will probably be dismissed if a settlement cannot

be reached as we have discussed on the other case. In any event, I think it is appropriate to remind you of our obligation to the court and our mutual desire to bring these matters to a conclusion. (Petitioner's Note: Signed by Joel C. Levy. The third party should read Mr. Graddick, not Mr. Granack).

SINGLETON, LEVY & CRIST
ATTORNEY AT LAW
SCHUYLER SQUARE
9013 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

January 17, 1989

Stephen A. Yokich
Attorney at Law
CORNFIELD & FELDMAN
343 South Dearborn Street
Chicago, Il 60602-3852

RE: Csoka vs. Amoco Oil Company

Dear Mr. Yokich:

We have concluded this matter with Attorney Walden. The settlement includes the agreement of Mr. Csoka that he has no right to return to employment at Amoco Oil Company at any time. The dismissal applies to the Union.

I am enclosing an original and three copies of Stipulation for Dismissal and a form of

the Order that we will use. Please execute the Stipulations for Dismissal and return them to me so that we may file these with the court and conclude this matter.

(Petitioner's Note. Signed by Joel C. Levy with a copy going to Walden).

SINGLETON, LEVY & CRIST
ATTORNEY AT LAW
SCHUYLER SQUARE
9013 INDIANAPOLIS BOULEVARD
HIGHLAND, INDIANA 46322

January 17, 1989

William H. Walden, Esquire
R.B. Lanman Building, Suite B
8242 Calumet Aveune
Munster, Indiana 46321

RE: Csoka vs. Amoco Oil Company

Dear Bill:

You will please find enclosed herewith Stipulations for Dismissal for both of the pending suits in the United States District Court for the Northern District of Indiana. On the Section 301 suit, Cause No. H88-169, I have provided a place for the signature of the attorney for the Union and the individual Defendants. This should be forwarded to Attorney Yokich for signature.

I am enclosing copies of the form of Order that will be used for dismissal of each action.

I am also enclosing an original and five copies of the Release and Settlement Agreement. Please have Mr. Csoka execute an original and three copies, witness his signature and have his signature notarized. The original and three copies should be sent to complete my file.

I am ordering the settlement draft in the amount of $10,000.00 payable to Mr. Csoka and to you as attorney. (Petitioner's Note: Signed by Levy. Petitioner was not aware of these transactions by attorneys).

FUNK & FOSTER
ATTORNEYS AT LAW

HAND DELIVERED

Louis A. Csoka
945 Ivanhoe Lane
Dyer, Indiana 46311

Dear Mr. Csoka:

You have requested a copy of your entire file. Due to its size, I cannot provide it immediately as you know. I am in the process of going through your file as I prepare my response to your complaint.

Your papers from your file will be available for you to pick up on Tuesday, April 17, 1990. By then I will by able to determine what cost you will need to pay (if any) and what papers you are entitled to receive. (Petitioner's Note: Signed by R. Cordell Funk, husband to Judge Moody's Secretary).

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

Louis Albert Csoka
Plaintiff

v. No. H89-446

William H. Walden, et al
Defendants

MOTION TO RENEW PETITION THE COURT
TO RULE ON CASE H89-446

Plaintiff has requested the court in February and again in March to rule pn Plaintiff's Amended Complaint (January 11, 1991). As of this filing date (April 22, 1991), plaintiff has had no reply.

Plaintiff has attached copies of two enelopes returned from the attorney Amoco Oil Company. Plaintiff is not aware that a settlement was made nor that the attorney was replaxced. Or, this may be another way to

avoid the plaintiff's lawsuit.

This plaintiff sent the last Motion to Amoco Oil Company, using its Legal Department's box number. Plaintiff was called by phone, asked about the (last) motion sent to Amoco. This individual stated that Mr. Weibaum was still employed there.

Once again, plaintiff request the court to rule on this case, citing the Bill of Rights of Indiana, Section 9, Freedom of Speech, Section 12, Availability of Courts, Section 20, Right of Trial by Jury, and Section 23, Equality Under the Law. Plaintiff also cites the United States Constitution, First Amendment, Freedom of Speech, Seventh Amendment, Right to Trial by Jury and the Fourteenth Amendment, Due

Process, Equal Protection. Plaintiff doesn't cite these laws to show he is right, plaintiff is just showing he has a right.

(Signed by Petitioner, Louis Albert Csoka).

Orthopaedic Surgeons, LTD.

Richard O. Oni, MD. F A C S F A A O S

October 11, 1989

Health Benefits Research Center
52 Vanderbilt Ave. Room 1503
New York, N.Y. 10017

RE: Louis Csoka

To Whom It May Concern:

I examied this 48 year male patient on 10/10/89 for an independent medical examination. . . . . (concluded with) Based on the MRI findings recommendations can be made for further treatment. However, the prognosis on this patient with or without treatment is extremely poor as far as returning to work is concerned.

If any further information is required please do not hesitate to contact me.

(Petitioner's Note: Signed by Richard O. Oni, M.D.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
WASHINGTON, D.C. 20570

October 19, 1989

Honorable Richard Lugar
Honorable Dan Coats
United States Senators
46 East Ohio Street, Room 447
Indianapolis, Indiana 46204

RE: Amoco Oil Co.
Case No. 13-ca-28444

OCAW Local 7-1
(Amoco Oil Co.)
Case No. 13-CB-12439

Dear Senators Lugar and Costs:

This is in further reply to your August 1, 1989, inquiry concerning the above-captioned matters involving your constituent, Mr. Louis Csoka, of Dyer, Indiana.

On February 28, 1989, Mr. Csoka filed charges, the subject of his recent inquiry to

your offices, against Amoco Oil Co., (Employer) and the Oil, Chemical and Atomic Workers Int'l Union, Local 7-1 (Union). Mr. Csoka alleged that, on or about September 23, 1988, the Employer had discharged him because of his union activities and that, on or about September 26, 1988, the Union had refused to represent him concerning his charge.

The Regional Office investigation disclosed that Mr. Csoka, who worked for the Employer from 1972 until 1988, had injured his back on the job several times, in 1980, 1984, and in 1986. The 1986 injury resulted in Mr. Csoka's being out of work with a lifting restriction of thirty pounds. Although Mr. Csoka's work release statement listed his restriction as a "temporary

permanent restriction," the Employer and Union understood that Mr. Csoka's lifting restriction was temporary. Between ZMay and August 1988, Mr. Csoka was wxamined by the Company's physician to determine whether the restriction could be lifted or was, in fact, permanent. On August 4, 1988, the Employer advised that he recommended that Mr. Csoka commence a "work hardening program" in an effort to remove the lifting restriction. The physician also advised that Mr. Csoka had not returned to the work center dacility for treatment and that he last saw Mr. Csoka for treatment on June 16, 1988. On August 16, 1988, the company's physician determined that Mr. Csoka's restriction was permanent. On September 23, 1988, Mr. Csoka was informed by

the Employer that he was being placed on long term disability because of his permenent disability.

On September 26, 1986, Mr. Csoka requested that the Union file a grievance over his "discharge" to file an age discrimination charge alleging that two younger men were allowed to work with similar restrictions, and to investigate his transfer requests to the transportation and oil movement departments. The Union's president wrote Mr. Csoka on November 16, 1988, and February 28, 1989, advising him that the Union would not file a grievance over the Employer's decision to place him on long term disability because an arbitrator had previously decided, in another matter, that

the contract did not require the Employer to make any accommodation for disabled employees. The Union noted that Mr. Csoka's 1985 grievance over his disability status had been withdrawn for the same reason, i.e., the unfavorable arbitration award. The Union also advised Mr. Csoka that it would not file a grievance over alleged age discrimination because the other employees with medical restrictions were able to perform their jobs within the limits of their restrictions. With respect to Mr Csoka's transfer requests, the Union noted that Mr. Csoka's request for a transfer to the oil movement department had been rejected because it had been made in 1986 when there was a moratorium on transfers and that his requests for a transfer to

either "I & E" or the transportation departments could not be honored because there were no openings in those departments.

Based on the foregoing, the Regional Director concluded that the evidence was insufficient to establish either that the Employer's conduct had been unlawfully motivated by Mr. Csoka's union or other protected concerted activities or that the Union had breached its duty of fair representation by refusing to process grievances over the Employer's action.

With respect to Mr. Csoka's charge against the Employer, no evidence was presented or adduced to indicate that the Employer was retaliating against Mr. Csoka because he had engaged in union or other

activities protected by the National Labor Relation Act. Rather, Mr. Csoka claimed that he believed the Employer wanted to remove him from the plant because of his pending worker's compensation suit and his civil suit against the Employer. The Employer, in fact, admitted that because of these suits, it moved cautiously, and did not take immediate action upon determining that Mr. Csoka's disability was permanent. There is no evidence, however, that the Employer's action was actually motivated by Mr. Csoka's lawsuits and, even if that could be established, such conduct would not be violative of the National Labor Relations Act.

With respect to Mr. Csoka's charge

activities protected by the National Labor Relation Act. Rather, Mr. Csoka claimed that he believed the Employer wanted to remove him from the plant because of his pending worker's compensation suit and his civil suit against the Employer. The Employer, in fact, admitted that because of these suits, it moved cautiously, and did not take immediate action upon determining that Mr. Csoka's disability was permanent. There is no evidence, however, that the Employer's action was actually motivated by Mr. Csoka's lawsuits and, even if that could be established, such conduct would not be violative of the National Labor Relations Act.

With respect to Mr. Csoka's charge

against the Union, no evidence was presented or adduced to indicate that the Union's decision not to grieve the Employer's actions was based on anything other than the Union's good-faith belief that the allegations had no contract basis and/or that the Union would be unlikely to prevail in arbitration.

All parties were advised of the Regional Director's decision to dismiss the charges by letters dated April 6, 1989. (Copies of those letters are for your convenience). Mr. Csoka filed a timely appeal from the Regional Director's refusal to issue complaint. Upon full review of the investigative files and the contentions raised on appeal, the appeal was denied by letter dated May 23, 1989.

On May 31, 1989, Mr. Csoka filed a

timely motion for reconsideration. However, because the case name and numbers were not included in his motion it was mistakenly associated with an earlier 1987 case involving Mr. Csoka. Thus, the Motion was inadvertently denied on July 11, 1989 as untimely filed. Upon discovering the error, Mr. Csoka's correct charges were reviewed and it was concluded that the evidence was insufficient to establish any violation of the National Labor Relations Act. Mr. Csoka's motion for reconsideration was therefore demied and he was advised of this decision by letter dated August 2, 1989.

Thank you for your inquiry. I appreciate your interest in the National Labor Relations Act and in the mission of the

Agency. If I can be of any further assistance to you in this or any other matter, please do not hesitate to contract me. The correspondence accompanying your inquiry is returned herewith. (Petitioner's Note: Signed by Joseph E. DeSio, Acting General Counsel. Petitioner also sent to the Senators (Coats) Office a copy of evidence to point to the lies in the company and union response. Company's Doctor, Dr. Peter J. Iagmin's letter dated June 8, 1988, a request for a work hardening program, not from my Dr., Dr. Levin, who wrote his request on June 16, 1988. "A Disability Certificate" Dated April 14, 1988, "No Lifting Over 30 Pounds", signed by Dr, Levin. Later, a "Disability Certificate", dated May 29, 1988, "Temporary

Permanent Restriction that he cannot lift over 30 lbs". Signed by Levin. The Union allowing plaintiff to believe that his grievance of 1985 was still enforced, wrote a letter to inform plaintiff the case was dropped. One (1) month after plaintiff filed charges in the U.S. District Court. A "Medical Report" from Amoco, used by Amoco's attorney at the compensation hearing showing a **PERMANENT RESTRICTION, Dated March 13, 1985.**

The reply by someone in the Senator's Office was that "Petitioner had enough information to overturn the decision of the N.L.R.B. and they had the power to do it, but well not".

OIL, CHEMICAL & ATOMIC WORKERS
INTERNATIONAL UNION
LOCAL 7-1
1547 - 121st Street
Whiting, Indiana 46394

11 April 1988

Mr. Louis Csoka
945 Ivanhoe Lane
Dyer, Indiana 46311

Dear Louis:

Your Union Grievance that has been on the Arbitration Appeal Listing was recently reviewed by the Arbitration Committee. It was the Committee's recommendation, to the Union Board of Directors, to drop your grievance, which reads . . . . .

85-157-(2029), the Company return L. Csoka (#9334) to work, and pay all lost wages & benefits due him (Section 16.02), retroactive to March 29, 1985.

Under the provisions of our Collective Bargaining Agreement, the Union and Company is in the process of selecting Arbitrators to hear issues that are presently on the Arbitration Appeal List. Your above-mentioned grievance is subjuect for Arbitration Appeal, based on the Arbitration Committee's recommendation to the Board of Directors.

The Union Board discussed your above grievance, in a non-capricious and non-discriminatory manner, and voted to drop your grievance, based on a recent Arbitration Decision by Arbitrator Joseph Yaney, in a case known as Whiting 84-96 - FMCS CASE #87K/9588.

It is noted herein that the Union will hold

the action of the Board in abeyance, for a period of thirty (30) days, from your receipt of this CERTIFIED MAIL, adressed to your attention. This is to allow you the (30) days to submit new evidence to the Union Board, regarding your grievance, in conjunction with the (5) points of Arbitrator Yaney's ANALYSIS & DISCUSSION of WHITING 84-96 (REF: pgs 6 & 7 of Arbitrator Yaney's AWARD).

If you should submit new evidence, relative to each point Arbitrator Yaney raised in his deniel of Grievance Whiting 84-96, the Union Board shall enterain your new evidence and make a decision as to whether to Arbitrate and/or drop your issue.

It is important that you submit any new

evidence to the Union, (30) days after receipt of this correspondence, and the enclosed AWARD of Arbitrator Joseph Yancey. (Petitioner's Note: Signed by Rudolph J. Oberman, Sr., President of Local 7-1. Petitioner had given evidence to the Union long before it was asked for. Petitioner points to the fact that the individual in question hurt himself on the job, while this petitioner was forced to work above his medical restriction).

The Whiting Supervisor

ISSUES IN REVIEW

(Petitioner's Note: This is a Publication given by the labor relations and Human resources issues, for supervision)

Case #2, dated January 27, 1988.

Facts: In 1984, the Company negotiated a wage reduction in parts of the Heavy Oils Division which included a **Special Transfer Program** for effected employees. The Transfer Program had two primary conditions: a vacancy had to exist and the applicant had to be **PHYSICALLY** qualified. Afftected employees were canvassed on the basis of seniority until vacancies were filled. If the opening was rejected by all affected employees, a draft occurred in inverse seniority order. If an employee was

drafted and did not accept the assignment, he remained in his present assignment at the reduced wage. If an employee transferred but was unsuccessful, the employee was then returned to Heavy Oils at the lower wage. One affected employee was offered several opprtunities to transfer to other areas of the refinery and declined them all. He was then drafted to fill a Process Operator's job. He accepted the position, expressing concern over his ability to perform the job due to an existing medical condition. The Grievant then obtained letters from two physicians with restrictions that prohibited him from performing the Operator's job. As a result of not being qualified to perform the job to which he was drafted, the employee

remained in Heavy Oils and the Company reduced his wages. Five months later, the Company transferred the Grievant to a job in the refinery which accommodated his restrictions.

ISSUE: The Union atgued that the Company violated the transfer guidelines because the Grievant was **medically restricted** and could not fullfill the job requirements of the position to which he was drafted.

The Company argued that the Grievant had refused the draft and under the transfer guidelines, was properly retained in his position at the reduced wage rate.

AWARD: According to **ARBITRATOR SCHWARTZ**, the transfer guidelines placed only one precondition on a voluntary transfer: that

the transferee br **PHYSICALLY QUALIFIED**--not job qualified. Drafted employees had a choice to transfer or not to transfer to the new job and then have their wages reduced. The Grievant did not have a meaningful choice as the Company drafted him to a job in which he could not succeed. "The grievant's incapacity to perform the job into which he was drafted meant he was not a proper candidate for a draft to that job". The Arbitrator found the case focused on the transfer guidelines making it unnecessary to interpret the handicap provisions of the Contract. The grievance was sustained and backpay was awarded to the Grievant limited to the five months he worked at the reduced wage. (Petitioner's Note: The Union now

shows at least two different cases.

Arbitrator Yaney's case and Arbitrator

Schwartz's case. A discriminatory practice).

TENTATIVE FEE AGREMENT

LOUIS CSOKA has this date agreed to retain and reimburse JACK W. LUND for the review of his papers and his cases, for certain preliminary research on motions to re-open his dismissed cases, as an alternative to his currently pending suit in the U.S. District Court at Hammond, for factual discovery as to the existence of his signature on either a certain form of "Release", on a certain check for $10,000 in purported settlement of propior suits, or both, and for a followup conference for the purpose of making recommendations as to what course(s) of action he might take or should take in light of Lund's findings in the above particulars.

It is understood that this agreement is not to be construed as a commitment by Lund to undertake any ligation, and that any such commitment would be made, if at all, at some later date, and upon seperate terms and conditions, to be agreed upon.

As his fee for the above-recited undertakings, csoka agrees to pay Lund as follows:

$100.00 hourly for the approximately four (4) expended this date in review of documents, in consultation, and in research

$100.00 hourly for travel, review of Federal Court records on the dismissed suits and the pending suit, for a contemplated 3-way call to Attorney Levy

for purposes of obtaining documentation of the basis of the alleged "settlement" of prior litigation, and for any research or further consultation had or performed, pending any further agreement.

Said fees shall be paid as follows:

1. $300 on or about 6/1/90

2. $300 on or about 7/1/90

3. The balance, if any, or before 10/1/90, when client's C.D. will have been cashed.

IN WITNESS WHEREOF the parties have signed this fee agreement on the 26th day of May, 1990, at Gary, Indiana.

BEFORE THE FULL WORKER'S COMPENSATION BOARD
OF INDIANA

LOUIS CSOKA.
Plaintiff,

v. No. C-103177

AMOCO OIL COMPANY
Defendant.

BE IT REMEMBERED, that purusant to notice fixing the time and place therefor, the above cause was set for hearing and review by the Full Worker's Compensation Board of Indiana, 601 State Office Building, 100 North Senate Aveune, Indianapolis, Indiana, on December 10, 1990, at 1:00 O'Clock P.M. on Plaintiff's Form No. 16 Application For Review filed July 9, 1990.

Plaintiff, Louis Csoka, appeared in person, pro se; Defendant, Amoco Oil Company,

appeared by its counsel, Douglas F. Stevenson.

BE IT FURTHER REMEMBERED, that Defendant's Motion to Strike Documents Filed by Plaintiff filed October 5, 1990, was withdrawn by Defendant at said hearing.

The Full Worker's Compensation Board, having heard arguments of the parties and being duly advised in the premises, now finds the Single Hearing Member entered his Award dated 25, 1990, which said Award is in the following words and figures, to-wit:

It is further found that the Full Worker's Compensation Board of Indiana by the majority of its members adopts the Single Hearing Member's decision with the following correction:

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED by the Worker's Compensation Board of Indiana that the Plaintiff hereby experienced a personal injury accident arising out of and in the course of his employment by the Defendant on or about June 10, 1986, when he was required to regularly and continually pick up and move seventy-five pound rubber hoses.

O R D E R

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED by the Full Worker's Compensation Board of Indiana that the Single Hearing Member's decision as corrected, is hereby affirmed.

ALL CONCUR.

DATED this 14th day of January, 1991.

Signed by: Rogelio Dominguez, Chairman.

ATTEST: Douglas Meagher, Secretary.

(Petitioner's Note: One half hour before the case was to be heard, Petitioner heard the attorney for the Defendant and a member of the compensation board joking about petitioner's case. Petitioner brought this to the attention of the board in his opening statement and it was not denied. This member of the Board and Judge Graddick share a office in Gary, Indiana. Petitioner was also awarded $12,706.50. However, petitioner received $5,900.00. $1,600.00 went to an attorney, who withdrew from the case and $5,206.50 that Amoco refused to pay).

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND INDIANA

LOUIS ALBERT CSOKA

Plaintiff

v.

Civil No.H89-446
(Filed 8/6/91)

WILLIAM H. WALDEN, et al.,

Defendants

O R D E R

This matter is before the court on plaintiff's Motion for Leave to File a New Action After Dismissal of Former Action, filed January 11, 1991, to which defendants did not respond. On September 24, 1990, this court dismissed plaintiff's action, for failure to state a claim, pursuant to Federal Rule of Civil Procedure 12 (b)(6). Plaintiff argues that the court erred in dismissing his

action, and that a new action should be filed against the same parties and for the same reasons, legal malpractice and conspiratorial conduct. Plaintiff submits an amended complaint and alleges that the challenged conduct violated his constitutional rights. Though plaintiff fails to specify under what statue this new action arises, the court will assume that plaintiff intends to bring this new action under 42 U.S.C. 1983. The parties and issues in this new action are identical to those in plaintiff's original action that was dismissed, and the original action arose under 42 U.S.C. 1983.

The court notes that plaintiff filed his Motion for Leave to File a New Action under the same cause number as that of his original

action against defendants, H89-446. Plaintiff, though, has not moved this court for relief from judgment pursuant to Federal Rule of Civil Procedure 60(b) or for an alteration of judgment puruant to Federal Rule of Civil Procedure 59(e). Nor did plaintiff seek to amend his complaint before judgment was entered, even though he was put on notice of the complaint's deficiencies when defendants filed their motions to dismiss. See Gibson v. Kroger Co., 506 F.2d 647 (7th Cir. 1974)(court of appeals will not disturb district court's dismissal of plaintiff's action against employer and union when plaintiff failed to move to amend complaint prior to judgment). Therefore, judgment in cause number H89-446 still

stands, and plaintiff's present motion for a new action under the same number is inappropriate.

The court, though, realizes that plaintiff may have filed the present motion with the understanding that his original complaint was dismissed, without prejudice. Prior to the final dismissal order, plaintiff filed motion to voluntarily dismiss the action against defendants, without prejudice. On August 29, 1990, the court granted plaintiff's motion, and dismissed the claims against defendants. Plaintiff then sought to reinstate the action. In its September 24th order, the court reinstated plaintiff's action, but then granted defendants' motions

to dismiss, thereby closing the case. The September 24th order dismissing the case does not state whether plaintiff's action was dismissed with or without prejudice. Therefore, plaintiff could reasonably have believed that the court dismissed the case without prejudice, since the court had done before. The court, therefore, will enterain plaintiff's present motion and review the merits of plaintiff's amended complaint.

Plaintiff's amended complaint fails to state a claim for the same reasons that its predecessor failed to state a claim. This court has repeatedly stated to plaintiff that to state a claim under 42 U.S.C. 1983, plaintiff must allege facts that demonstrate that the action of (1) was conducted under

color of state law, and, (2) deprived plaintiff of rights, privileges or immunities guaranteed by the Constitution or the laws of the United States. Bayview-Lofberg's, Inc. v. City of Milwaukee, 905 F.2d 142, 144 (7th Cir. 1990). Moreover, an otherwise private person acts under state law only when that person engages in a conspiracy with public officials to deprive another of federal rights. Dennis v. Sparks, 449 U.S. 24, 29 (1980).

Plaintiff wishes to bring another action against defendants for legal malpractice and conspiratorial conduct. Plaintiff does not allege that any one of the defendants acted under color of state law. Nor does plaintiff allege that any of the defendants, as private

individuals, conspired with state officials to deprive plaintiff of his federal rights. Therefore, plaintiff's amended complaint fails to allege state action on the part of defendants, and, thus, the amended complaint fails to state a claim under 42 U.S.C. 1983.

Therefore, the court HOLDS that plaintiff's amended complaint has no merit, and the court DENIES plaintiff's Motion for Leave to File a New Action. Presently pending in the Court of Appeals for the Seventh Circuit and the United States Supreme Court are two writs of mandamus, filed by plaintiff with regard to the motion at issue in this order. Having resolved the motion,

the court DIRECTS the clerk of the court to send to each of these courts copy of this order, forthwith.

Enter: August , 1991

JUDGE, U.S. DISTRICT COURT

UNITED STATES COURT OF APPEALS
For The Seventh Circuit
Chicago, Illinois 60604

August 22, 1991

Before

Hon. WILLIAM J. BAUER, Chief Judge

Hon. RICHARD A. POSNER, Circuit Judge

Hon. MICHAEL S. KANNE, Circuit Judge

IN THE MATTER OF:
LOUIS A. CSOKA.

No. 91-2130

This matter comes before the court for its consideration of the "MOTION FOR MANDAMUS" filed herein on May 17, 1991, by the pro se petitioner. On consideration thereof,

The circumstances presented do not

justify the granting of the extraordinary writ of mandamus. Accordingly,

IT IS ORDERED that the petition is DENIED.

UNITED STATES COURT OF APPEALS
For The Seventh Circuit
Chicago, Illinois 60604

October 4, 1991

By the Court:

LOUIS ALBERT CSOKA,
PETITIONER

v. 91-8091

WILLIAM H. WALDEN, ET AL.,
Respondents

NOTICE TO RESPOND

Bruce A. Kotzan
323 State House
Indianapolis, In

Charles H. Graddick
504 Broadway Ave.
Gary, In 46402

H. Nasif Mahmoud
225 W. Washington
Chicago, Il 60606

Jack W. Lund
3739 Cleveland
Gary, In 46408

Stephen A. Yokich
343 S. Dearborn
Chicago, Il 60604

R. Cordell Burk
5253 Hohman Ave
Hammond, In 46320

James B. Meyer
363 S. Lake
Gary, In 46403

Terence M. Austgen
9245 Calumet Ave.
Munster, In 46321

Nels A. Kompier
5253 Hohman Ave.
Hammond, In 46320

Jeffrey S. Heller
200 E. Randolph Dr.
Chicago, Il 60601

A RESPONSE (AN ORIGINAL AND THREE COPIES, WITH PROOF OF SERVICE) IS REQUIRED ON OR BEFORE October 15, 1991.

TO: "MOTION TO PETITION FOR PERMISSION TO APPEAL" FILED HEREIN ON 10/1/91, by pro se Louis Albert Csoka.

UNITED STATES COURT OF APPEALS
For The Seventh Circuit
Chicago, Illinois 60604

August 28, 1991

By the Court:

IN THE MATTER OF:
LOUIS A. CSOKA.

No. 91-8091

) Appeal from the United
) States District Court for
) the Northern District of
) Indiana, Hammond Division.
)
) 89 C 446
) James T. Moody,
) Judge

This matter comes before the court for its consideration for of the "MOTION FOR LEAVE TO FILE PETITION FOR RELIEF FROM ORDER,

WRIT OF CERTIORARI" filed herein on August 15, 1991, by the pro se appellant. On consideration thereof,

IT IS ORDERED that the motion is DENIED as moot.

UNITED STATES COURT OF APPEALS
For The Seventh Circuit
Chicago, Illinois 60604

October 18, 1991

Before

Hon. WILLIAM J. BAUER, Chief Judge

Hon. HARLINGTON WOOD, JR., Circuit Judge

Hon. JOEL M. FLAUM, Circuit Judge

MISC. NO. 91-8091 Petition for Permission to
) Appeal Pursuant to 28 U.S.C.
LOUIS ALBERT CSOKA,) 1292(b)
Petitioner,)
v.) Northern District of Indiana
WILLIAM H. WALDEN,) 89 C 466
Respondents.) Judge James T. Moody

This matter comes before the court for its consideration of the following documents:

1. "MOTION TO PETITION FOR PERMISSION TO APPEAL Under 28 U.S.C. 1292 (b)" filed herein on October 1, 1991, by the petitioner.

2. "AMENDED RESPONSE TO COURT ORDER" filed herein on October 16, 1991, by counsel for Bruce A. Kotzan. (Note: Petitioner advised

court that info was sent to Mr. Kotzan, not as party to suit).

3. "RESPONSE TO NOTICE TO RESPOND" filed herein on October 15, 1991, by Terence M. Austgen.

4. "RESPONSE TO PLAINTIFF'S PETITION FOR PERMISSION TO APPEAL PURSUANT TO 28 U.S.C. 1292 (B)" filed herein on October 15, 1991, by counsel for AMOCO Corporation.

5. "RESPONSE TO PETITION FOR PERMISSION TO APPEAL ON BEHALF OF UNION DEFENDANTS" filed herein on October 15, 1991, by counsel for the Union defendants.

6. "RESPONSE OF WILLIAM H. WALDEN TO PETITION FPR PERMISSION TO APPEAL" filed herein on October 16, 1991, by counsel for respondent.

7. RESPONSE TO COURT'S ORDER OF OCTOBER 4,

1991, filed herein on October 17, 1991, by counsel for R. Cordell Funk.

On consideration thereof,

IT IS ORDERED that the **MOTION TO PERITION FOR PERMISSION TO APPEAL UNDER** 28 U.S.C. 1292 (b) is **DENIED.**